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DIRECTOR  
RECORDS & ELECTIONS  
KING COUNTY, WASH.

GRANT OF EASEMENT

FILED FOR RECORD AT REQUEST OF  
SAFE-TITLE INSURANCE COMPANY  
6815 4th AVENUE, SEATTLE, WA 98122

7802150449

583072 @ m4/6

KAISER CEMENT AND GYPSUM CORPORATION, a California corporation (formerly Permanente Cement Company) ("Kaiser"), is owner of the real property described in Exhibit A attached hereto and incorporated herein as though fully set forth ("Kaiser Property"). NORWEST GYPSUM, INC., a Washington corporation ("Norwest"), is owner of the real property described in Exhibit B, attached hereto and incorporated herein as though fully set forth ("Norwest Property"). The Kaiser Property and the Norwest Property are adjacent to each other so that the northern boundary of the Kaiser Property forms the southern boundary of the Norwest Property.

Kaiser conveys to Norwest, its successors and assigns, in perpetuity, as a covenant running with the land, and Norwest conveys to Kaiser, its successors and assigns, in perpetuity, as a covenant running with the land, a mutual easement or right of way running along the mutual boundary line, over and across the property described below, for the purposes and subject to the conditions hereinafter mentioned: A strip of land twenty-five (25) feet in width extending 12.50 feet on each side of the following described center line:

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Beginning at the intersection of the westerly line of East Marginal Way as now established with the south line of West Fidalgo Street as established by Ordinance No. 80645 of the City of Seattle, thence S 19°36'23" E along the westerly right-of-way line of East Marginal Way, 154.09 feet to the northeast corner of the "Wallboard Plant" Property (PARCEL "A"), thence continuing S 19°36'23" E 356.00 feet to the TRUE POINT OF BEGINNING, thence S 75°42'02" W, 150.88 feet to a point which is N 75°42'02" E, 13.97 feet from an angle point in the southeasterly boundary of Parcel "A", thence on a line 8 feet southeasterly of and parallel to said boundary, S 40°43'54" W, 109.80 feet; thence S 38°29'29" W, 120.09 feet; thence S 49°39'37" W, 93.75 feet; thence S 34°14'09" W, 126.83 feet to a point 12.50 feet southeasterly from the southeasterly boundary of said Parcel "A", as measured at right angles; thence on a line parallel to and 12.50 feet southeasterly from the southeasterly boundary of said Parcel "A", S 40°43'54" W, 180.00 feet to the end of said centerline, which lies S 49°16'06" E, 12.50 feet from an angle point in the southeasterly boundary of Parcel "A".

("Easement Area").

1. Purposes. Kaiser and Norwest shall have the above-described mutual easement for their use and for use by their respective licensees and permittees for the purposes of ingress to and egress from the Kaiser Property and the Norwest Property, respectively, by foot, auto or truck. Kaiser and Norwest shall each exercise its easement rights so as not to interfere unreasonably with the other's exercise of its easement rights.

2. Maintenance. The Easement Area shall be maintained by Kaiser so that auto and truck traffic can at all times pass along the Easement Area and from the Easement Area onto East Marginal Way South. The cost of maintenance of the Easement Area shall be shared equally by Kaiser and Norwest.

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Horwest shall promptly pay to Kaiser one half of any maintenance expenses as reflected on written statements submitted to Horwest by Kaiser.

3. Accidents. Kaiser agrees to defend and hold Horwest harmless from any and all claims for damage suffered or alleged to be suffered on or about the Easement Area by any person, firm or corporation during any period of use by Kaiser of the Easement Area and further agrees to maintain at all times policies of public liability insurance in adequate amounts on the Easement Area covering periods of use by Kaiser naming Horwest as an insured and to provide to Horwest certificates evidencing such insurance.

Horwest agrees to defend and hold Kaiser harmless from any and all claims for damages suffered or alleged to be suffered on or about the Easement Area by any person, firm or corporation during any period of use by Horwest of the Easement Area and further agrees to maintain at all times policies of public liability insurance in adequate amounts on the Easement Area covering periods of use by Horwest naming Kaiser as an insured and to provide Kaiser certificates evidencing such insurance.

DATED this 19th day of February, 1978.

KAISER CEMENT AND GYPSUM CORPORATION,  
a California corporation

By

By

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NORWEST GYPSUM, INC., a Washington corporation

By Robert M. Culey

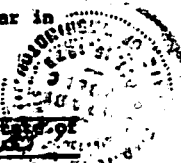
By Donald J. Tarabochia

STATE OF Washington )  
COUNTY OF Kenneth ) ss.

THIS IS TO CERTIFY that on this 14<sup>th</sup> day of February, 1978, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn personally appeared Donald J. Tarabochia and Robert M. Culey, to me known to be the Vice President and President, respectively, of KAISER CEMENT AND GYPSUM CORPORATION, a California corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.

John A. [Signature]  
Notary public in and for the state of Washington, residing at Seattle, Washington



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STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

THIS IS TO CERTIFY that on this 13th day of February, 1978, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn personally appeared Robert M. Purdy and Donald J. Tarabochia to me known to be the President and Secretary/Treasurer, respectively, of MORRIS GIPSON, INC., a Washington corporation, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.



WITNESS my hand and official seal the day and year in this certificate first above written.

Willie Brandenburg  
Notary public in and for the state of  
Washington, residing at Table

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These portions of Government Lot 4, Section 19, Township 24 North, Range 4 East W.R., in King County, Washington, and Government Lot 5, in Section 30, Township 24 North, Range 4 East W.R., in King County, Washington, described as follows:

BEGINNING at a point on the westerly marginal line of East Marginal Way South which bears south  $19^{\circ}35'23''$  east 374.34 feet from the intersection of said westerly marginal line with the south line of West Fidalgo Street, as said street was established by Ordinance Number 80545 of the City of Seattle;  
thence continuing south  $19^{\circ}35'23''$  east 330.22 feet to the northerly line of Slip Number 2;  
thence south  $43^{\circ}30'30''$  west 406.28 feet;  
thence south  $27^{\circ}45'30''$  west 335.58 feet to the section line between said Sections 19 and 30;  
thence south  $71^{\circ}55'46''$  west 50 feet;  
thence south  $25^{\circ}45'00''$  west 198.878 feet to the intersection of the easterly line of Duwamish Waterway as now located and established with the northerly line of said Slip Number 2;  
thence north  $19^{\circ}35'39''$  west along the easterly line of said waterway 570.30 feet to the southerly boundary of that property conveyed to Kaiser Gypsum Co. by deed recorded under Auditor's File No. 4406913, records of King County, Washington;  
thence following said southerly boundary along the courses described as follows:  
north  $70^{\circ}23'37''$  east 34 feet to an angle point in said southerly boundary;  
thence south  $49^{\circ}16'06''$  east 134.10 feet;  
thence north  $40^{\circ}43'54''$  east 616.98 feet;  
thence north  $70^{\circ}02'54''$  east 97.67 feet to a point which bears south  $9^{\circ}23'54''$  west from the true point of beginning;  
thence north  $9^{\circ}23'54''$  east 137.11 feet to the true point of beginning.

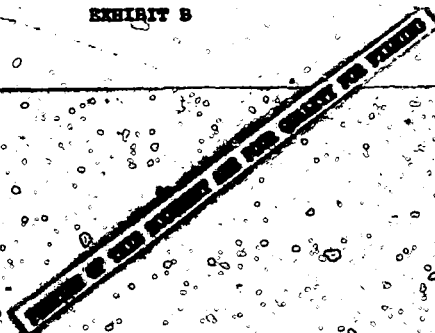
EXHIBIT A

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That portion of Government Lot 4 in Section 19, Township 24 North, Range 4 East W.M., in King County, Washington, described as follows:

Beginning at the intersection of the southerly right-of-way line of West Fidalgo Street, as established by City of Seattle ordinance No. 80643, with the westerly right-of-way line of East Marginal Way South as now established which point is South 19°36'23" East 148.91 feet from the intersection of the southerly right-of-way line of the former West Fidalgo Street, as described in City of Seattle Ordinance No. 46352 with said westerly line of East Marginal Way South; Thence South 19°36'23" east along said westerly line of East Marginal Way South 154.09 feet to the TRUE POINT OF BEGINNING thence continuing south 19°36'23" east 220.25 feet;  
thence south 9°23'54" west 137.11 feet;  
thence south 70°02'54" west 97.67 feet;  
thence south 40°43'54" west 616.98 feet;  
thence north 49°16'06" west 134.10 feet;  
thence south 70°23'37" west 34.00 feet to the easterly line of Duwamish Waterway as now established;  
thence north 19°35'39" west along the easterly line of said waterway 872.56 feet;  
thence north 70°23'37" east 145.46 feet;  
thence south 19°36'23" east 343 feet;  
thence north 70°23'37" east 655.00 feet to the true point of beginning. Together with an easement for ingress and egress over a strip of land 6 feet in width, lying adjacent to and Northwesterly of the following described line:  
Beginning at the intersection of the southerly right-of-way line of West Fidalgo Street, as established by City of Seattle ordinance No. 80643, with the westerly right-of-way line of East Marginal Way South, as now established, which point is South 19°36'23" East 148.91 feet from the intersection of the southerly right-of-way line of the former West Fidalgo Street, as described in City of Seattle ordinance No. 46352, with said westerly line of East Marginal Way South; THENCE, South 19°36'23" East, along said westerly line of East Marginal Way South, 154.09 feet to the TRUE POINT OF BEGINNING OF the herein described line;  
thence south 70°23'37" west along a portion of the northerly line of the above described main tract, 655.00 feet to the Terminus of said line.

EXHIBIT B



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OL TIME ONCHOOSE RELAY  
AFTER RECORDING MAIL TO  
Post-  
9400 Sea 1st Bldg  
Seattle, WA 98154

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